

REMARKS

The non-final Office Action mailed on July 29, 2008 has been carefully reviewed and these remarks are responsive thereto. Claims 23-49 and 53-103 are pending. Various claims have been amended herein to improve clarity and to address issues discussed below.

Information Disclosure Statements

The office action states that certain references identified on the Information Disclosure Statement filed on November 5, 2004 were omitted and were therefore not considered. Applicant is separately submitting copies of the inadvertently omitted references along with a supplemental IDS accompanying this paper. Applicant requests that the references be considered in the next office action.

Claim Rejections – 35 USC § 101

Claims 50-52 stand rejected under 35 U.S.C. § 101 because they are allegedly directed to non-statutory subject matter. These claims have been canceled and therefore the rejection is rendered moot.

Double Patenting

Claims 23-103 stand rejected for obviousness-type double patenting as being unpatentable over claims of issued U.S. Patent No. 6,832,230. Applicant has submitted herewith two terminal disclaimers, one for the issued U.S. patent and another for co-pending serial number 10/981,475. Accordingly, this rejection is believed to be overcome.

Rejections Under 35 U.S.C. § 103

Claims 23-41, 43-44, 50-58, 63-67, 69-70, 72-92, 96-97, and 101-103 stand rejected under 35 U.S.C. § 103 as being unpatentable over Lin (U.S. Patent No. 6,366,791) in view of

Griswold (U.S. Patent No. 5,940,504). According to the office action, Lin discloses receiving a user-selected application and transmitting it to a mobile terminal, but does not disclose that the application is configured to become unavailable for use on the mobile terminal upon either expiration of a predetermined time period or use of the application a predetermined number of times. The office action states that Griswold teaches that the application is configured to become unavailable for use on the mobile terminal under the recited conditions. According to the office action, it would have been obvious to combine Griswold with Lin “to have the application [of Lin] become unavailable upon expiration for the purpose of managing the licensed product (see Lin col. 3, lines 31-48).”

Applicant respectfully submits that no proper reason has been shown for combining Griswold, which relates to a license management system for computer software, with the mobile ring-tone downloading system of Lin. First of all, the cited portion of Lin (col. 3 lines 31-48) says nothing about managing licensed products. In fact, nowhere does Lin use the term “license” or any similar term. Instead, Lin describes downloading (for a fee) one or more ringtones to a mobile phone (see col. 3 lines 58-64). There would be no apparent reason to modify the fee-based ringtone downloading scheme of Lin to incorporate a software license management system like Griswold. The office action identifies no particular reason for modifying the fee-for-download ringtone scheme of Lin to incorporate a software license scheme as disclosed in Griswold. Accordingly, Applicant submits that the proposed combination is improper and the claims are not properly rejected on this basis.

Furthermore, even if Lin and Griswold were combined as suggested, the combination would not disclose the features of the claims. The office action points to Griswold at column 7 lines 3-27 and 35-46 as disclosing the feature of selecting a lifetime for the chosen application.

But that portion merely discloses a termination date for the license, not a “selection” of the lifetime. As amended herein, independent claim 23 clearly recites a “user-specified selection of a variable lifetime” for the chosen application. Independent claim 41 has been similarly amended to recite a “user-selectable variable lifetime” for the chosen application. Independent claim 45 (rejected based on a combination of Lin, Griswold and Markoff) has also been amended to recite “a lifetime selector . . . configured to select a variable lifetime applicable to a downloaded application.” Independent claim 53 has been amended to recite “a time period selectable by a user of the mobile terminal.” Independent claim 74 has been amended to recite “expiration of a user-selectable time period” and “a user-selectable number of times” that the ringing tone can be used. Independent claim 86 has been similarly amended. Nowhere does Lin or Griswold disclose or suggest that the user can select the lifetime or number of uses that the application will remain operable. Consequently, the rejection of all claims (as amended) on the basis of Lin and Griswold is respectfully traversed.

As to dependent claims 27, 37, 56, 77, and 89, each of which recites an infrared connection, the office action cites Lin at col. 1 lines 15-24. Applicant has carefully reviewed Lin but cannot find the word “infrared” or “IR” anywhere in Lin. The rejection of this claim based on Lin is respectfully traversed.

As to dependent claims 30, 63, 64, 66, 67, 80, 81, 83, 84, 96, and 97, each of which recites downloading the application (or ringtone) a subsequent time if at least a portion of the selected lifetime (or number of uses) remains, the office action cites Griswold at col. 9 lines 1-14 for this feature. Applicant has carefully studied the cited portion of Griswold but can find no such feature. Accordingly, the rejection of these claims is traversed.

Regarding dependent claims 31 and 32, which recite that the request for a subsequent

download comes from the user at a second mobile terminal, the office action cites Lin at col. 2 lines 32-41 for this feature. Applicant has carefully studied the cited portion but can find no such disclosure.

Claims 42, 45-49, 59-62, 68, 71, 93-95, and 98-99 stand rejected under 35 U.S.C. § 103 as being unpatentable over Lin in view of Griswold and further in view of Mankoff (U.S. Patent No. 6,385,591). According to the office action, Mankoff discloses the concept of expiring content becoming non-functional. The office action states that it would have been obvious to combine Mankoff with Lin and Griswold “for the purpose of preventing the unauthorized use of the content.” (Note: It does not appear that dependent claim 100 was rejected based on any prior art.) Applicant respectfully traverses.

Mankoff describes a system for organizing coupons, far afield from Lin or Griswold. The cited portion of Mankoff (col. 4 lines 35-37) merely explains that expired coupons can be deleted from the system. Applicant submits that no proper reason has been given for combining the ring-tone downloading system of Lin and the content-licensing scheme of Griswold with a coupon organizing system like Mankoff. Accordingly, the proposed combination is improper.

Even if Mankoff were properly combined with Lin or Griswold, the combination would not result in the cited claim limitations. For example, the fact that coupons are “automatically deleted” in Mankoff does not disclose the claimed limitation of an application “configured to delete itself” (dependent claim 42) or “configured to become unavailable by becoming non-functional” (dependent claims 59 and 92) or “configured to become unavailable by automatically deleting at least a portion of itself” (dependent claims 60 and 93). At any rate, the coupons in Mankoff are not “configured to become non-functional” – they are deleted from the system by another process. The coupons themselves are not “configured” to do anything.

Therefore, the rejection of these claims is respectfully traversed.

As to dependent claim 47, which recites that the application disable is “configured to delete an application with lifetime remaining in order to free storage space in the memory unit,” the office action points to Mankoff at col. 4 lines 34-36. However, the cited portion of Mankoff merely explains that “Preferably, expired coupons are automatically deleted from storage, although the contact information is preferably maintained for future use.” Clearly, this does not disclose deleting unexpired coupons (i.e., those “with lifetime remaining” as claimed). Therefore, this rejection is respectfully traversed.

As to dependent claims 61 and 94, which recite that the “application is configured to delete only executable code,” the office action again relies on Mankoff at col. 4 lines 34-36. First of all, the coupons in Mankoff are comprised entirely of data, not executable code. See FIG. 3 (contents of the virtual coupon) and col. 3 at lines 50-65. So, Mankoff does not delete only “executable code” by automatically deleting coupons. Second, the coupons themselves are not “configured” to do anything – they are passive. Instead, other components of Mankoff’s system perform the automatic deletion. For these reasons, this rejection is improper.

Dependent claims 62 and 95, which recite that the first application is configured to retain customized settings in the mobile terminal, was improperly rejected on the basis that the cited prior art discloses retaining customized settings in the mobile terminal. Applicant has carefully studied the cited references but can find no such disclosure. Accordingly, the rejection of these claims is respectfully traversed.

CONCLUSION

All the rejections having been addressed herein, Applicant submits that the claims are in condition for allowance. The Examiner is invited to contact the undersigned attorney to expedite to advance prosecution of the application.

Respectfully submitted,
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Dated this 26th of January, 2009 By:

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